

77-0-6A  
66-23

002607

Quit-Claim Deed (Without Covenant - Release)

NO TRANSFER  
TAX PAID

Know All Men By These Presents

That Marshall J. Gerrie of 426 Upper Main Street, Waterville, Maine 04901, in consideration of ONE DOLLAR (\$1.00) and other valuable consideration paid by Patricia Ann Guinand Gerrie of 426 Upper Main Street, Waterville, Maine 04901, the receipt whereof I do hereby acknowledge, do hereby remise, release, bargain, sell and convey and forever quit-claim unto the said Patricia Ann Guinand Gerrie, her heirs and assigns forever;

All my right, title and interest in and to:

A certain lot or parcel of land, with the buildings thereon and the contents therein, situated in Waterville, County of Kennebec and State of Maine, more particularly bounded and described as follows, to wit:-

Beginning at an iron pin in the westerly line of Main Street, which iron pin is two hundred eight-nine feet, more or less (289'±) northerly of the southeasterly corner of Kershaw E. Powell et al; thence south seventy-nine degrees west (S 79° W) a distance of four hundred seven and eight-tenths feet (407.8') to an iron pin; thence northerly at an interior angle of eighty-five degrees and thirty-five minutes (85° 35') a distance of two hundred feet (200'); thence easterly a distance of three hundred ninety-eight feet, more or less, (398'±) to the westerly line of Main Street; thence southerly along the westerly line of Main Street a distance of two hundred (200') to the point of beginning.

This conveyance is subject to the following terms and conditions:

1. No structure of any type whatsoever shall be erected, constructed or moved onto the within described premises other than a dwelling and structures customarily incident to a dwelling including a private garage. This condition shall be construed as a covenant which runs with the land, binding upon the heirs and assigns of the within Grantee(s).
2. The within described premises shall not be subdivided, without the written consent of the within Grantors.
3. The within Grantee(s), jointly or severally, shall have a first option to buy the following described premises:

A certain lot or parcel of land, situated in Waterville, County of Kennebec and State of Maine, more particularly bounded and described as follows, to wit:-

Commencing at a point in the northwesterly corner of the premises described in the first paragraph of this deed; thence in a general easterly direction, in a continuous straight line from the northerly line of the premises described in the first paragraph of this deed, to a point situated in the south-westerly line of land of Kershaw E. Powell et al, as delineated on Plan of Portion of "The Orchard Farm" made by Carl H. Crane, C.E., and C. K. Archer, Surveyor, dated August 23, 1962; thence in a general southeasterly direction to a granite stone as delineated on the aforesaid plan; thence in a general easterly direction to a point fixed by the point at which a hypothetical continuous straight line from the southerly line of the premises described in the first paragraph of this deed intersects the last mentioned bound; thence

66-23

in a general easterly direction in a line parallel with and two hundred (200) feet distant from the northerly line of the premises covered by this option to the southwesterly corner of the premises described in the first paragraph of this deed; thence in a general northerly direction along the westerly line of the premises described in the first paragraph of this deed to the point of beginning.

Kershaw E. Powell et al, their heirs or assigns, shall, before selling the premises described as subject to this option, notify the within Grantee(s) of the purchase price for which the premises are offered for sale to any third party; the within Grantee(s), jointly or severally, shall have the privilege to exercise their aforesaid option to purchase at such price offered to such third party, for thirty (30) days from the date of the receipt of such notice. This option shall not accrue to the heirs, devisees or assigns of the within Grantee(s).

Kershaw E. Powell et al, their heirs or assigns, shall not construct or erect any structure on the premises subject to the within described option which shall obscure or impair, in any way, the vision or view available from the premises described in the first paragraph of this deed during such period of time as Kershaw E. Powell et al, jointly or severally, hold title to the premises described in the first paragraph of this deed.

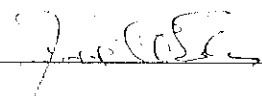
Meaning and intending hereby to convey a portion of the premises acquired by Kershaw E. Powell and Judith W. Powell by joint tenancy warranty deed of Mildred L. Vigue, dated September 20, 1962, and recorded in the Kennebec County Registry of Deeds Book 1279 Page 114.

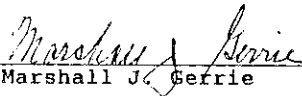
Being the same premises conveyed from Kershaw E. Powell and Judith W. Powell to Marshall J. Gerrie and Mary M. Gerrie dated November 23, 1966, and recorded in the Kennebec County Registry of Deeds Book 1432 Page 635. The said Mary M. Gerrie being deceased and Marshall J. Gerrie being the surviving joint tenant.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to the said Patricia Ann Guinand Gerrie, her heirs and assigns to her and their own use and behoof forever.

IN WITNESS WHEREOF, I the said Marshall J. Gerrie have hereunto set my hand and seal this 2nd day of February, 1990.

Signed, Sealed and Delivered  
in the presence of



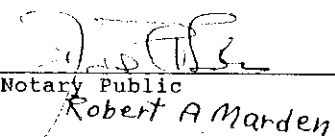
  
Marshall J. Gerrie

STATE OF MAINE  
KENNEBEC, SS.

DATE: February 2, 1990

Personally appeared the above named Marshall J. Gerrie and acknowledged the above instrument to be his free act and deed.

Before me,

  
Notary Public  
Robert A. Marden

- 2 -

RECEIVED KENNEBEC SS.

1990 FEB -9 AM 9:00

ATTEST:   
REGISTER OF DEEDS